

UNITED STATES OF AMERICA		DO NOT WRITE IN THIS SPACE	
NATIONAL LABOR RELATIONS BOARD		Case	Date filed
CHARGE AGAINST LABOR ORGANIZATION OR ITS AGENTS		02-CB-239112	4-3-19
INSTRUCTIONS: File an original of this charge with the NLRB Regional Director of the region in which the alleged unfair labor practice occurred or is occurring.			
1. LABOR ORGANIZATION OR ITS AGENTS AGAINST WHICH CHARGE IS BROUGHT			
a. Name OPEIU Local 153		b. Union Representative to Contact (b) (6), (b) (7)(C)	
c. Address 265 West 14th Street, 6th Floor, New York, NY 10011		d. Tel. No. (212)741-8282	e.e. Cell No.
		f. Fax No. (212)463-9479	g. e-Mail (b) (6), (b) (7)(C)@opeiu.org
h. The above-named labor organization or its agents have engaged in and are engaging in unfair labor practices within the meaning of section 8(b), Subsection (1)(A) of the National Labor Relations Act, and these unfair labor practices are unfair practices affecting commerce within the meaning of the Act, or are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.			
2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)			
<p>Since a date within the last six months, the above-named labor organization has failed and refused to properly process the grievances of (b) (6), (b) (7)(C) regarding (1) poor work environment and (2) working out of title, by failing to file timely grievances on (b) (6), (b) (7)(C) behalf and by filing grievances which inaccurately reflect the nature of the problems, for arbitrary or discriminatory reasons or in bad faith.</p> <p>Since on or about (b) (6), (b) (7)(C) 2018, the above-named labor organization has refused to accept the resignation of (b) (6), (b) (7)(C) from the Union and has failed to provide (b) (6), (b) (7)(C) an accounting and reimbursement of dues paid.</p>			
3. Name of Employer DC37 Health and Security Plan		4a. Tel. No.	4b. Cell No.
		4c. Fax No.	4d. e-Mail
5. Location of Plant involved (street, city, state, and ZIP code) 125 Barclay St., New York, NY 10007-2179		6. Employer representative to contact Michael Lopez Associate Counsel	
7. Type of Establishment (factory, mine, wholesaler) Labor organization health fund	8. Principal product or service insurance		9. Number of Workers employed 10+
10. Full name of party filing charge (b) (6), (b) (7)(C)		11a. Tel. No.	11b. Cell No. (b) (6), (b) (7)(C)
		11c. Fax No.	11d. e-Mail (b) (6), (b) (7)(C)
11. Address of party filing charge (street, city, state, and ZIP code) (b) (6), (b) (7)(C)			
12. DECLARATION			
I declare that I have read the above charge and that the statements therein are true to the best of my knowledge and belief.			
By: (b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)		Tel. No.
(sig)	Print/type name and title or office, if any		BY: _____
Address: (b) (6), (b) (7)(C)		Date: 4/3/19	Fax No.
			e-Mail (b) (6), (b) (7)(C)

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)
PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information will cause the NLRB to decline to invoke its processes.

(b) (6), (b) (7)(C)



Local 153

Office & Professional Employees International Union • AFL-CIO

265 West 14th Street, 6th Floor • New York, NY 10011 • (212) 741-8282 • Fax (212) 463-9479

May 20, 2019

Via E-mail and Regular Mail

Nikhil Shimpi
National Labor Relations Board, Region 2
26 Federal Plaza, Suite 3614
New York, NY 10278

RECEIVED
NLRB
REGION 2
2019 MAY 28 PM 3:04
NEW YORK, NY

RE: Update on DC 37 Health and Security Plan (Case 02-CB-239112)

Dear Mr. Shimpi,

On May 16, 2018, the Local 153 Grievance Board met with (b) (6), (b) (7)(C) to discuss (b) (6), (b) (7)(C) ongoing grievances with AFSCME District Council 37. We have decided to move forward with arbitration for (b) (6), (b) (7)(C) out-of-title grievance, and will be working with (b) (6), (b) (7)(C) to file a new case with (b) (6), (b) (7)(C) or New York State Department of Labor regarding workplace harassment. Additionally, DC 37 has offered a settlement of (b) (6), (b) (7)(C) for the out-of-title work, and we will continue to negotiate toward a more reasonable sum. Pursuant to our recent conversation, Local 153 is providing you with the following:

- 1) Demand Letter for Arbitration
- 2) E-mail with (b) (6), (b) (7)(C) settlement offer

Additionally, Local 153 was notified on or about (b) (6), (b) (7)(C), 2019 by (b) (6), (b) (7)(C) that (b) (6), (b) (7)(C) wanted to become a Beck fee payer. Subsequently, Local 153 sent a response that we had received (b) (6), (b) (7)(C) letter and submitted (b) (6), (b) (7)(C) request for processing. On (b) (6), (b) (7)(C) 2019, we sent a reimbursement check (retroactive to (b) (6), (b) (7)(C) 2018, the date (b) (6), (b) (7)(C) stated (b) (6), (b) (7)(C) resigned from the union) and an accounting of (b) (6), (b) (7)(C) dues paid, however, (b) (6), (b) (7)(C) never received the check (per a conversation held on (b) (6), (b) (7)(C) 2019). On (b) (6), (b) (7)(C) 2019 we confirmed the check did not arrive and resent (b) (6), (b) (7)(C) check on (b) (6), (b) (7)(C) 2019 to a new address. Please find attached:

- 1) (b) (6), (b) (7)(C), 2019 letter to (b) (6), (b) (7)(C)
- 2) (b) (6), (b) (7)(C), 2019 letter to (b) (6), (b) (7)(C)
- 3) (b) (6), (b) (7)(C) 2019 letter to (b) (6), (b) (7)(C)

If you have any other questions, please contact me at (646) 460-1309. Thank you.

Very truly yours,

Seth Goldstein
Senior Business Representative
Local 153, OPEIU

SG (b) (6)
Opeiu153
Afl-cio

Jessica Murphy

From: (b) (6), (b) (7)(C) @opeiu.org
Sent: Wednesday, May 22, 2019 4:07 PM
To: Jessica Murphy
Subject: Fwd: RE: (b) (6), (b) (7)(C) Proposal

(b) (6), (b) (7)(C)
(b) (6), (b) (7)(C), OPEIU

(b) (6), (b) (7)(C)
o: 212.741.8282
c: (b) (6), (b) (7)(C)
t: @opeiu

----- Forwarded message -----

From: (b) (6), (b) (7)(C) @opeiu.org
Date: May 17, 2019, 16:25 -0400
To: Lopez, Michael <MALopez@DC37.NET>
Cc: (b) (6), (b) (7)(C) (b) (6), (b) (7)(C)
Subject: RE: (b) (6), (b) (7)(C) Proposal

Good afternoon, Michael:

Can you please explain DC 37's reasoning and/or calculations to reach the (b) (6), (b) (7)(C) figure?

(b) (6), (b) (7)(C) and I discussed your counter offer and are now asking for you to consider the following:

Since the pay difference between (b) (6), (b) (7)(C) current rate of pay at Level (b) (6) and the lowest pay rate for a Level (b) (6) is roughly (b) (6), (b) (7)(C), we calculated from the last week of (b) (6), (b) (7)(C) 2018 to (b) (6), (b) (7)(C) 26, 2019 and came up with (b) (6), (b) (7)(C) which covers the pay difference between the two classifications for those weeks and additional compensation in the amount of (b) (6), (b) (7)(C) for covering the workload of two employees.

We are happy to continue negotiating this figure with you, but also have an additional request for you to consider. Currently, (b) (6), (b) (7)(C) is making close to the (b) (6), (b) (7)(C) Level (b) (6). We are asking you to consider bumping (b) (6), (b) (7)(C) up to the highest rate (or near the highest rate) under (b) (6), (b) (7)(C) Level (b) (6) which (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) is currently in the (b) (6), (b) (7)(C).

Thank you very much,

(b) (6), (b) (7)(C)
(b) (6), (b) (7)(C), OPEIU

(b) (6), (b) (7)(C)
o: 212.741.8282
c: (b) (6), (b) (7)(C)
t: @opeiu

On May 3, 2019, 17:13 -0400, Lopez, Michael <MALopez@DC37.NET>, wrote:

Hi (b) (6), (b) (7)(C)

I am in receipt of your April 30th email with the proposal that Local 153 and (b) (6), (b) (7)(C) submitted to resolve the Grievance dated (b) (6), (b) (7)(C) 2019.

We do not agree with either the calculation or the underlying rationale offered for the (b) (6), (b) (7)(C) demand. The justification provided is flawed and lacks merit.

Notwithstanding DC 37 Health & Security Plan's affirmative defenses in this matter and continued denial of this grievance, but in the spirit of good faith labor-management relations and acknowledging that (b) (6), (b) (7)(C) did assist (b) (6), (b) (7)(C) Unit while (b) (6), (b) (7)(C) colleague was on a leave of absence, the Plan is willing to settle this matter with a one-time payment of (b) (6), (b) (7)(C) in full satisfaction of this out of work title grievance. This settlement is being offered in the interest of reaching an expeditious mutual resolution that would not set any practice or precedent between the parties.

Please feel free to contact me at your earliest convenience if you want to discuss this further.

Best,

Michael A. Lopez

Associate Counsel

DC 37 Health & Security Plan

125 Barclay Street, 3rd Floor

New York, New York 10007

T: (212) 815-1307

E: malopez@dc37.net

From: (b) (6), (b) (7)(C) [mailto:(b) (6), (b) (7)(C)@opeiu.org]
Sent: Tuesday, April 30, 2019 3:53 PM
To: Lopez, Michael <MALopez@DC37.NET>
Subject: (b) (6), (b) (7)(C) Proposal

Hi Michael,

(b) (6), (b) (7)(C) is asking for total compensation in the amount of (b) (6), (b) (7)(C) which covers the following:

Pay difference between Level (b) (6) and Level (b) (6), (b) (7)(C)

Additional compensation for covering the work of two employees: (b) (6), (b) (7)(C)

2% interest: (b) (6), (b) (7)(C)

Please contact me if you have any questions. Thank you!

(b) (6), (b) (7)(C)
OPEIU

(b) (6), (b) (7)(C)
o: 212.741.8282

c: (b) (6), (b) (7)(C)
t: @opeiu

----- Forwarded message -----

From: (b) (6), (b) (7)(C) (b) (6), (b) (7)(C)
Date: Apr 26, 2019, 07:57 -0400
To: (b) (6), (b) (7)(C)@opeiu.org
Subject: Proposal

Dear (b) (6), (b) (7)(C)

I have considered our discussions and came to the following as proper compensation for working out of title. I took into consider the difference in pay between Level ^{(b) (6)} and Level ^{(b) (6)}. The difference between the two Levels is approximately ^{(b) (6), (b) (7)(C)} per week. ^{(b) (6), (b) (7)(C)} went on leave during the ^{(b) (6), (b) (7)(C)} of 2018. From the ^{(b) (6), (b) (7)(C)} 2018 until today's date, that would be ^{(b) (6)} weeks in question. ^{(b) (6)} weeks x ^{(b) (6), (b) (7)(C)} = ^{(b) (6), (b) (7)(C)}. Due to the fact that I was not paid in a timely manner, I am asking for interest of 2% on the lack of pay per month, which would equate to ^{(b) (6), (b) (7)(C)}. In addition, based on the fact that I was covering the work of two people, I believe that I should be compensated for that factor at a rate of an additional ^{(b) (6), (b) (7)(C)}. The total proposed compensation is the following:

^{(b) (6), (b) (7)(C)}	Difference in pay between Level ^{(b) (6)} and Level ^{(b) (6)}
^{(b) (6), (b) (7)(C)}	2% interest on the above lack of proper compensation (in a timely manner)
^{(b) (6), (b) (7)(C)}	Additional compensation for conducting the workload of two employees
^{(b) (6), (b) (7)(C)}	

I would like to continue to fight to be moved to a Level ^{(b) (6)}. As I have stated prior, ^{(b) (6), (b) (7)(C)} was not move to a Level ^{(b) (6)} due to ^{(b) (6), (b) (7)(C)} years of service. It was due to ^{(b) (6), (b) (7)(C)} workload. There is not a component in our collective bargaining agreement with DC37 under our title that allows for a step up in compensation level due to years of service (except for the Inquiry Department). If this were the case, it is an improper or unfair practice on the behalf of DC37. There are many employees in the workplace that has not received an automatic step up due to years of service. I would like for my case to proceed to Arbitration. I am aware that this can be a timely process. I am continuously required to conduct work that is considered to be out of title. This a necessity due to the fact that ^{(b) (6), (b) (7)(C)} is often not available. ^{(b) (6), (b) (7)(C)} will be taking time off and I am the only individual (outside of ^{(b) (6), (b) (7)(C)}) in the division that is knowledgeable ^{(b) (6), (b) (7)(C)} & etc. Until I achieve the Level ^{(b) (6)} I would also like to be compensated for future out of title work. Under the Level ^{(b) (6)} there is a pay scale. I would like to be moved up the pay scale.

Our union is currently in contract talks with DC37, the issue for progression of title (after a period of time in a title) should remain on the table. This item should have never been agreed upon for one group and not others in the same work titles and union.

Sincerely,

^{(b) (6), (b) (7)(C)}

***** DISCLAIMER DC37 *****

This electronic message transmission and any accompanying attachments are intended for the person to whom it is addressed. This message and any attachments maybe or is being sent by or on behalf of an attorney and may contain information that is privileged, confidential or otherwise protected from disclosure by state and federal law. If you have received this transmission, but are not the intended recipient, you are hereby notified that any disclosure, copying, distribution or use of the contents of this information is strictly prohibited. If you have received this e-mail in error, please respond immediately to the sender and delete and destroy the original message and all copies, including any accompanying attachments.

12:56

LTE



(b) (6), (b) (7)(C)



Do not submit the objection letter. I am not going to cash the check.

I want to stay as a member because I just read the letter and I do not want to lose the benefits.



What do I do if I want to stay as member, now?

(b) (6), (b) (7)(C) Tue 13:45

Lemme find out. I'm at a lunch right now but I can figure it out as soon as I'm back to the office.

Tue 13:49



Okay.

(b) (6), (b) (7)(C), Tue 13:50

Sounds like all I really need is something in writing.

Tue 14:39

Okay. I will send it via email.

Also, I need you to find out

from (b) (6), (b) (7)(C) of whether (b) (6), (b) (7)(C)



Type a message





Local 153

Office & Professional Employees International Union • AFL-CIO

265 West 14th Street, 6th Floor • New York, NY 10011 • (212) 741-8282 • Fax (212) 463-9479

May 20, 2019

Via E-mail and Regular Mail

Nikhil Shimpi
National Labor Relations Board, Region 2
26 Federal Plaza, Suite 3614
New York, NY 10278

RECEIVED
NLRB
REGION 2
2019 MAY 28 PM 3:04
NEW YORK, NY

RE: Update on DC 37 Health and Security Plan (Case 02-CB-239112)

Dear Mr. Shimpi,

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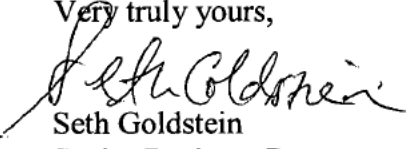
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- 2) E-mail with (b) (6), (b) (7)(C) settlement offer

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- 1) (b) (6), (b) (7) 2019 letter to (b) (6), (b) (7)(C)
- 2) (b) (6), (b) (7) 2019 letter to (b) (6), (b) (7)(C)
- 3) (b) (6), (b) (7) 2019 letter to (b) (6), (b) (7)(C)

If you have any other questions, please contact me at (646) 460-1309. Thank you.

Very truly yours,


Seth Goldstein
Senior Business Representative
Local 153, OPEIU

SG/(b)
Opeiu153
Afl-cio



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 02
26 Federal Plz Ste 3614
New York, NY 10278-3699

Agency Website: www.nlr.gov
Telephone: (212)264-0300
Fax: (212)264-2450

June 25, 2019

OPEIU Local 153
Attn.: (b) (6), (b) (7)(C),
International Representative
265 West 14th Street, 6th Floor
New York, NY 10011

Re: OPEIU Local 153
(DC37 Health and Security Plan)
Case No. 02-CB-239112

Dear (b) (6), (b) (7)(C)

This is to advise you that I have approved the withdrawal of the charge in the above matter.

Very truly yours,

John J. Walsh, Jr.

John J. Walsh, Jr.
Regional Director

cc: (b) (6), (b) (7)(C)

DC37 Health and Security Plan
Attn.: Michael Lopez, Associate Counsel
125 Barclay St.
New York, NY 10007-2179